

**ENTERED**

March 14, 2017

David J. Bradley, Clerk

**EXHIBIT A  
TO CONFIDENTIAL SETTLEMENT AGREEMENT**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**RONALD WEBBER, on behalf of himself  
and all others similarly situated,**

**Plaintiff,**

**VERSUS**

**NINE ENERGY SERVICE, INC et al.**

**Defendant.**

**CIVIL ACTION NO. 4:15-CV-02406**

**JOINT MOTION TO APPROVE SETTLEMENT  
AND FOR DISMISSAL WITH PREJUDICE**

NOW INTO COURT, through undersigned counsel, come Plaintiffs and Defendant and jointly request that the Court approve the Confidential Settlement Agreement and attachments thereto under the Fair Labor Standards Act, which are being submitted to the Court for *in camera* inspection. The Parties submit and request that the Court find their settlement, including the amounts allocated to Plaintiffs and Plaintiffs' attorneys, to be a fair and reasonable compromise of a *bona fide* dispute with respect to the Plaintiffs' claims of alleged unpaid overtime.

The Parties also request that the Court dismiss this lawsuit with prejudice, each party to bear its own fees and costs except as provided in the Confidential Settlement Agreement, and that the Court retain jurisdiction for the purposes of effectuating the settlement. *Kokkonen v. Guardian Life Ins. Co.*, 511 U.S. 375 (1994).

WHEREFORE, the Parties respectfully request that this Court grant this joint motion, approving the Confidential Settlement Agreement and dismissing the claims of Plaintiffs with prejudice, subject to the Court's retention of jurisdiction to effectuate the settlement.

**ORDER**

**CONSIDERING THE PARTIES' JOINT MOTION TO APPROVE SETTLEMENT AND FOR DISMISSAL WITH PREJUDICE**, and after evaluating the Confidential Settlement Agreement between the parties and the attachments thereto, the Court finds the settlement to be a fair and reasonable compromise of a *bona fide* dispute about alleged unpaid overtime under the Fair Labor Standards Act and associated state laws. Accordingly, **IT IS ORDERED** that the Joint Motion to Approve Settlement and for Dismissal with Prejudice is **GRANTED**. Accordingly, this action is hereby dismissed with prejudice, each party to bear its own fees and costs except as provided in the Confidential Settlement Agreement. It is further ordered that the Court retains jurisdiction for the purposes of effectuating the settlement. *Kokkonen v. Guardian Life Ins. Co.*, 511 U.S. 375 (1994).

Houston, Texas, this 14<sup>th</sup> day of March, 2017.

  
UNITED STATES DISTRICT JUDGE